

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (hereinafter "Agreement") is made and entered into on or about March 27, 2009, by and between Plaintiff RAYMOND A. AMANDE, JR. (hereinafter referred to as "Plaintiff"), in his individual capacity, on the one hand, and Defendants COUNTY OF LOS ANGELES, ROBERT TAYLOR, ED ANHALT, CARLOS CORONADO, JOSE MORENO, and AARON BLOUNT (hereafter collectively referred to as "Defendants"), on the other hand, (collectively, "the Parties") with reference to the following facts:

A. Plaintiff filed a Complaint in the County of Los Angeles Superior Court, Case No. BC373715, which complaint arose out of certain alleged acts and/or omissions by Defendants (hereinafter referred to as "the Civil Action"). In the Civil Action, Plaintiff sought certain relief against Defendants, including, without limitation, monetary damages, as a result of purported events which occurred on or about April 21, 2006 and thereafter, and that allegedly resulted in injuries to Plaintiff; and

B. The Parties desire to settle all of Plaintiff's claims arising out of the Civil Action, as well as any and all claims, known or unknown, which Plaintiff has or may have against Defendants as of the date of this Agreement.

IT IS THEREFORE AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Monetary Payment. Defendant County of Los Angeles will provide to Plaintiff: (1) a payment of three million and two hundred thousand dollars (\$3,200,000.00) by a check made payable to "Raymond A. Amande, Jr. and his attorneys Harry V. Lehmann and the Law Offices of Kirtland & Packard LLP"; and (2) payment of three million and eight hundred thousand dollars (\$3,800,000.00) for purchase of a

structured settlement and fee payment through a schedule of periodic payments.

Defendant County of Los Angeles will provide for these periodic payments to Plaintiff, and Plaintiff's attorneys, as outlined in **Exhibit "A"** to this Agreement, the terms and provisions of which are incorporated herein by reference.

Plaintiff and his attorneys acknowledge that they must provide the County of Los Angeles with completed W-9 federal tax forms for Raymond A. Amande, Jr., Harry V. Lehman, ^u~~x~~ Michael Louis Kelly and Kirtland & Packard LLP, prior to their receipt of these payments.

2. Assignment Without Recourse. In recognition of the obligation of the Defendant specified in Exhibit "A" to this Agreement, and the Release of all claims by the Plaintiff, the parties further agree as follows:

It is agreed that the Defendant will assign the obligation to make the specified periodic payments to the Assignee. The obligation of the Defendant to make periodic payments shall, by this assignment without recourse, become the sole and exclusive duty of the Assignee, and the terms and conditions of payments shall remain unchanged in lieu of the substitution of the Assignee for the obligations of the Defendant.

Execution of the assignment will absolutely and completely discharge the Defendant from any further payment obligation. If either the Assignee or the issuer of the annuity contract purchased by Assignee to make the payment obligation specified above, fail to make payments or become insolvent or bankrupt, the sole remedy for Plaintiff, his attorney, or his heirs, executors, administrators, assigns or successors in interest, to enforce payment obligations assigned shall be against either Assignee, guarantor and/or other responsible party other than the Defendant. The Defendant will

have absolutely no obligations to Plaintiff, his attorneys, or his heirs, executors, administrators, assigns or successors in interest, under those circumstances.

3. Dismissal Of The Civil Action With Prejudice, All Sides To Bear Their Own Attorneys' Fees And Costs. Concurrent with the execution of this Agreement and prior to the payment to Plaintiff by Defendant County of Los Angeles referred to above, Plaintiff shall execute and furnish to Defendants' attorneys a duly executed Request for Dismissal, with prejudice, of the entire Civil Action against all parties, which Defendants' attorneys are authorized to file only after the cash payment (\$3,200,000.00) has been made and the structured settlement funded, as set forth in Paragraph 1. The Parties shall bear their own costs and attorneys' fees incurred in the Civil Action.

4. Releases. Except as otherwise provided in this Agreement and as separate consideration for the agreements contained herein, Plaintiff and his heirs, assigns and successors-in-interest ("the Releasors") hereby absolutely, fully and forever release, relieve, waive, relinquish and discharge Defendants and their successors, predecessors, related entities, departments, subsidiaries, representatives, assigns, agents, partners, officers, directors, managers, insurers, shareholders, employees, and attorneys, including, without limitation, the Los Angeles County Board of Supervisors and Lawrence Beach Allen & Choi, PC, and each of them, ("Defendants, et al.") of and from any and all manner of action or actions, cause or causes of action, claims, worker's compensation claims, suits, debts, sums of money, demands, obligations, costs, expenses, debts, controversies, damages, accounts, reckonings and liens of every kind or nature whatsoever, whether known or unknown, suspected or unsuspected, which in any way or manner could at any time be asserted, are set forth in, arise out of, concern, are based

upon or relate to the Civil Action and the facts and/or allegations asserted in the Civil Action (hereinafter referred to as "the Claims").

5. Release of Unknown Claims. Plaintiff acknowledges his intention that, upon execution by all parties, this Agreement, except as expressly provided for herein, shall be effective as a full and final accord and satisfaction and settlement of and as a bar to the Claims. In connection with such waiver and relinquishment, Plaintiff acknowledges that he is aware that he or his attorneys may hereafter discover facts different from or in addition to the facts which he or his attorneys now know or believe to be true with respect to the subject matter of this Agreement, but that it is their intention hereby to fully, finally, absolutely and forever settle the Claims, and that in furtherance of such intention the releases herein given by the Releaseors to Defendants, et al. shall be and remain in effect as full and complete releases notwithstanding the discovery of any such different or additional facts. Therefore, Plaintiff acknowledges that he has been informed by his attorneys, or otherwise have been informed of, and that he is familiar with, Section 1542 of the Civil Code of the State of California, which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

Plaintiff hereby waives and relinquishes all rights and benefits against Defendants, et al. they have or may have under Section 1542 of the Civil Code of the

State of California, to the fullest extent that they may lawfully waive all such rights and benefits pertaining to the subject matter of this Agreement.

6. Disputed Claims. Plaintiff agrees, represents and warrants that Plaintiff fully understands that the Civil Action involves arguable and disputed questions of fact and law, that the liability of Defendants for the alleged acts in the Civil Action is doubtful and disputed and that the payment herein provided for is not to be construed as an admission of liability by Defendants, which is expressly denied, and that this Agreement arises from compromise.

7. Hold Harmless – Future Claims. Plaintiff (or his Estate) agrees to defend, indemnify and hold harmless Defendants, et al. from and against all claims, obligations, actions, causes of action (including but not limited to wrongful death), or demands for payments, or proceedings which may hereafter be asserted, brought by or on behalf of Plaintiff or his heirs, executors, administrators, assigns or successors in interest, or any other person or organization, to recover for Plaintiff's personal injuries, economic losses, or any other loss allegedly sustained by Plaintiff or his heirs, executors, administrators, assigns or successors in interest based on the Claims defined herein.

8. Hold Harmless – Liens. Plaintiff agrees to defend and hold harmless and indemnify Defendants, et al. from any claim, loss, demand or cause of action of the spouse, children, siblings, parent, or other family of Plaintiff, as well as those of any insurance company, governmental agency, health care provider, fraternal or benevolent organization, employer, union, or any lien including, without limitation, liens pursuant to Sections 708.410 through 708.480 of the Code of Civil Procedure (Liens in Pending Actions or Proceedings), Section 14124.71 of the Welfare and Institutions Code

(Subrogation of Employer or Workers' Compensation Carrier Against Third Parties for Compensation Benefits), or from Medicare (see 42 CFR 405.324 – Medicare Rights Against Third Parties), or any other party claiming to have suffered damage, loss or expense by reason of the Civil Action, with the exception that the Defendant County of Los Angeles will hold Plaintiff harmless with respect to the expenses and/or liens, including Medi-Cal, relating to Plaintiff's medical treatment (for his injuries resulting from the incident on or about April 21, 2006 underlying this Civil Action) previously provided by Providence Holy Cross Medical Center (in Mission Hills, California) and Rancho Los Amigos Rehabilitation Center (in Downey, California).

9. Representation of Comprehension of Document. In entering into this Agreement, Plaintiff represents that he has relied upon the advice of his attorneys and advisors, including the James Street Group, who are the attorneys and advisors of his own choice, concerning the legal and income tax consequences of this Agreement; that the terms of this Agreement have been completely read and explained to Plaintiff by his attorneys; and the terms of this Agreement are fully understood and voluntarily accepted by Plaintiff. Plaintiff hereby further represents that he has not received or relied upon any legal or other advice from Defendants, their representatives and/or attorneys.

10. Warranty of Capacity to Execute Agreement. Plaintiff represents and warrants that no other person(s) or entity has, or has had, any interest in the claims, demands, obligations, or causes of action referred to in this Agreement, except as otherwise set forth herein; that Plaintiff has the sole right and exclusive authority to execute this Agreement; and that Plaintiff has not sold, assigned, transferred, conveyed or

otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this Agreement.

11. Miscellaneous.

(a) No Warranties or Representations. The Parties agree that each has read this Agreement, has had an opportunity to have it fully examined by his, her or its attorney and understands the terms of this Agreement. The Parties represent and acknowledge that in executing this Agreement, they have not relied upon any representation or statement by any of the opposing Parties or any of the opposing Parties' agents, representatives or attorneys in any regard including, without limitation, the subject matter, basis or effect of this Agreement.

(b) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(c) California Law. This Agreement shall be interpreted under and pursuant to the laws of the State of California and not construed for or against any party.

(d) Attorneys' Fees. In the event of litigation arising in the Civil Action or in any other proceeding arising out of or pursuant to this Agreement, the prevailing party in said litigation or proceeding shall be entitled to reasonable attorneys' fees.

(e) Successors and Assigns. All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns.

(f) Parties in Interest. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action over or against any party to this Agreement.

(g) Further Assurances. Each of the parties hereto shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder to carry out the intent of the parties hereto.

(h) Modifications or Amendments. No amendment, change or modification of this Agreement shall be valid, unless in writing and signed by all of the parties hereto.

(i) Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter and any and all prior agreements, understandings or representations with respect to its subject matter are hereby terminated and canceled in their entirety and are of no further force or effect, with the exception of the Stipulation for Settlement executed by the parties on December 15, 2008. If any ambiguity or conflict arises with respect to the meaning and effect of the terms and provisions of this Agreement, versus the meaning and effect of the terms of the Stipulation for Settlement, the terms and provisions of this Agreement shall have controlling effect.

(j) Severability. If any part of this Agreement shall be deemed unenforceable, illegal or in violation of any State or Federal law, that portion of the Agreement shall be severable and the remaining portion or portions of the Agreement shall remain in full force and effect.

(k) Expenses. Each of the Parties shall pay all of their own costs, legal fees, accounting fees, and any other expenses incurred or to be incurred by it or them in negotiating and preparing this Agreement.

(l) No Other Lawsuits Or Proceedings. Other than the Civil Action described in paragraph "A", Plaintiff represents that he has not filed any other lawsuits, complaints, or charges against Defendant County of Los Angeles and their present and former officers and employees, with any state or federal court agency, based on the events and incidents, described in the recitals above. Plaintiff specifically represents that he will not in the future file, prosecute or voluntarily participate in the filing of any actions, lawsuits, complaints, or charges by any party in any state or federal court or any proceedings before any local, state or federal agency claiming that Defendant County of Los Angeles and its agents, directors, officers, employees, representatives, departments, and attorneys, have violated any local, state, or federal laws, statutes, ordinances, or regulations, concerning any allegations, whether in law or in equity, or tortious conduct, based upon events or incidents, as described in the recitals above, occurring prior to the date of the execution of this Agreement.

(m) Entire Agreement. This Settlement Agreement and General Release contains the entire agreement between the parties hereto, and fully supersedes any and all prior agreements or understandings between the parties hereto pertaining to

the subject matter hereof, with the exception of the Stipulation for Settlement executed by the parties on December 15, 2008. If any ambiguity or conflict arises with respect to the meaning and effect of the terms and provisions of this Agreement, versus the meaning and effect of the terms of the Stipulation for Settlement, the terms and provisions of this Agreement shall have controlling effect. The terms of this Settlement Agreement and General Release are contractual and not a mere recital.

(n) Captions. The captions appearing at the commencement of the sections hereof are descriptive only and for convenience in reference. The sections, and not the captions, shall control and govern in the construction of this Agreement.

Dated:

March 27

, 2009



Raymond A. Amande, Jr., Plaintiff

APPROVED AS TO FORM AND CONTENT:

The undersigned hereby certifies that the content of this Agreement and its legal implications have been communicated and explained to the aforementioned Plaintiff and that I believe that Plaintiff fully understands and consents to this Agreement.

Dated: March 27, 2009

Lehmann Law Office

By: 

Harry V. Lehmann, Esq.

Dated: March 27, 2009

Kirtland & Packard, LLP

By: 

Michael Louis Kelly, Esq.